BILL NO. S-81-02-50

SPECIAL ORDINANCE NO. S- 73-81

AN ORDINANCE approving a contract for Water Improvement Resolution No. 80-XP-1 between the City of Fort Wayne, Indiana, and North Eastern Construction Company, Inc. for installation of water main extension.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated February 4, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and North Eastern Construction Company, Inc., Contractor, for:

the installation of 1386± LF of 12" water main on Ley Road between Merchandise Drive and Industrial Road,

under Board of Public Works Water Improvement Resolution No. 80-XP-1, at a total cost of $31,864.40, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY FEBRUARY 20, 1981.

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ~~[illegible]~~, the ~~[illegible]~~ day of ~~[illegible]~~, 19____, at ~~[illegible]~~ o'clock ____M.,E.S.T.

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-10-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-73-81

on the 10th day of March, 19 81.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of March, 19 81, at the hour of 11:30 o'clock A.M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of March 19 81, at the hour of 11 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-02-50

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Water Improvement Resolution NO. 80-XP-1 between the City of Fort Wayne, Indiana, and North Eastern Construction Company, Inc. for installation of water main extension

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

3-10-81
DATE

CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Board of Public Works Date January 28, 1981

From D. L. Foland, P.E.

Subject Ley Road Water Main Extension - between Merchandise Dr. & Industrial Dr.
Contract No. 80-XP-1 B.O. 16-77

COPIES TO:

Attached is the construction contract in triplicate for the above water main project, submitted for approval as to form and legality and signatures by the Mayor and Members and Clerk of the Board of Public Works. I recommend the Board introduce this contract to Council for prior approval so the contractor can start work immediately.

After the contract has been approved and fully executed, please return same so that we may make copies and distribute them to the interested parties.

D. L. Foland

D. L. Foland, P.E.
Chief Water Engineer

DLF:bp

attachment (3)

Request Prior Approval - WRITTEN

BOARD OF PUBLIC WORKS
JAN 28 1981
RECEIVED

(Executed 2/24/81

70 - 111 - 11

2/4/81

CONTRACT NO. 80-XP-1

BOARD ORDER NO. 16-77 WORK ORDER NO. 63345

THIS CONTRACT made and entered into in triplicate this 4th day of February, 1981, by and between NORTH EASTERN CONSTRUCTION COMPANY, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

1386± LF of 12" water main on Ley Road between Merchandise Drive and Industrial Road.

all according to Fort Wayne Water Utility Drawing Y-10532, Sheet 1 thru 4, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of $31,864.40. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Water Engineering Department less the aggregate of previous payments, will be paid by Owner to the Contractor.

WEBIDD - F.W. 1/15/79
JOB E
R - 2/14/81

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon completion of the work to be performed under this contract, the Contractor shall file a Completion Affidavit indicating the work is ready for final inspection and acceptance. The Board of Public Works will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached hereto as Exhibit 'A' and by this reference incorporated herein and made a part hereof..

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, as shown on Exhibit 'B' attached hereto and made a part hereof.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 80-XP-1.
b. Instructions to Bidders for Contract No. 80-XP-1.
c. Contractor's Proposal Dated December 3, 1980.
d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10532, sheets 1 thru 4.
e. Supplemental Specification for Contract No. 80-XP-1.
f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
h. Workman's Compensation Act (I.C. 22-3-2-1).
i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended) (Exhibit "A").
j. Prevailing Wage Scale (Exhibit "B").
k. Performance and Guaranty Bond.

ARTICLE 9. PERFORMANCE AND GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility, and his decision shall be final and conclusive upon the parties. No changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 180 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NORTH EASTERN CONSTRUCTION CO., INC.

BY: _____
Joseph L. Zehr, President

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1981.

Special Ordinance No. _____.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER 1980.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.00	.55	1.25			3if
BOILERMAKER	S	14.25	1.27½	1.00		3¢	
BRICKLAYER	S	13.11	.67	.80		2¢	6if
CARPENTER (BUILDING)	S	11.80	.70	6%		2¢	4if
(HIGHWAY)	S	11.93	.70	.70		5¢	2if
CEMENT MASON	S	11.85	.75	.80		2¢	
ELECTRICIAN	S	14.05	.55	3%+50		6¢	1%if
ELEVATOR CONSTRUCTOR	S	13.53½	1.19½	.95	8%	3½¢	
GLAZIER	S	11.79		.25	.40	4¢	28¢holid
IRON WORKER	S	13.35	1.00	1.60		4¢	25¢annu 2if
LABORER (BUILDING)	S-SS US	9.35-10.35	.85	.75		9¢	
(HIGHWAY)	S-US-SS	9.00-9.85	.85	.75		9¢	
(SEWER)	S-US-SS	9.00-9.85	.85	.75		9¢	
LATHER	S	12.33		.80		1¢	3if
MILLWRIGHT & PILEDRIVER	S	12.20	.70	6%		2¢	4if
OPERATING ENGINEER (BUILDING)	S-SS US	9.40-14.00	.75	.90		10¢	
(HIGHWAY)	S-SS-US	9.29-12.44	.75	.65		10¢	
(SEWER)	S-SS-US	9.29-12.44	.75	.65		10¢	
PAINTER	S	10.70-11.70	.60	1.00		12¢	6misc.
PLASTERER	S	11.77	.60	.80			
PLUMBER & STEAMFITTER	S	14.48	.85	.90		7¢	7if
MOSAIC & TERRAZZO GRINDER	S	9.50-11.50					
ROOFER	S	12.90		.40			
SHEETMETAL WORKER	S	13.93	.72	.77		14¢	46mmml 15if
TEAMSTER (BUILDING)	S-SS US	10.60½-11.55½	39.50pw	41.00pw			
(HIGHWAY)	S-SS-US	10.66-11.41	34.50pw	41.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1980

[signature]
REPRESENTING GOVERNOR, STATE OF INDIANA

[signature]
REPRESENTING THE AWARDING AGENT.

[signature]
REPRESENTING STATE A.F.L. & C.I.O.

EXHIBIT "B"

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we NORTH EASTERN CONSTRUCTION CO., INC. (Contractor or Developer) as Principal, and the American States Insurance Company (Insurance Company), a corporation organized under the laws of the State of Indiana - May 15, 1974 (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $31,864.40, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the Ley Road Feeder Main; (Name of Project) and

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

NORTH EASTERN CONSTRUCTION CO., INC.

ATTEST:

BY: Joseph L. Zehr, President

American States Insurance Company
(Insurance Company) Surety

*BY: Authorized Agent

Attorney-in-fact

*If signed by an agent, power of attorney must be attached

GENERAL POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint

---------- N. RICHARD BOERGER AND RONALD L. WIGHTMAN ----------

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 ($500,000.00) DOLLARS ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 19 74.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 15th day of May, A. D., 1974, before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977
My Commission Expires

Linda Disney
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 21 st

day of JAN., A. D., 19 87.

(SEAL)

Assistant Secretary

Form 9-1459 (12-72)

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

Joseph L. Zehr (name), President (title)

and _____ (name), _____ (title)

of North Eastern Construction Company, Inc. (company) and

Attorney in Fact, for said American States Insurance Company as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 21st day of January, 1981.

Jeanine M. Goodfield

Notary Public

Resident of Allen County, IN.

My Commission Expires:

March 15, 1981

BIDDING TABULATION LEY ROAD CONTRACT # 80-XP-1 B.O.# 16-77 W.O.# 63345 DEC. 3, 1980

CONTRACTOR			ENGR. EST.		ALL STAR CONST.		BERCOT INC.		BROOKS CONST.		BUTLER & BUTLER		DENNER INC.		GEIGER INC.	
BIDDER'S BOND					10%		10%		100%		10%		10%		10%	
NON-COLLUSION AFFIDAVIT					YES		YES		YES		YES		YES		YES	
FINANCIAL STATE					CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU	
E.E.O. STATE					CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU		CERT. IN LIEU	
COMPLETION TIME					30 DAYS		90 DAYS		210 DAYS		120 DAYS		60 DAYS		60 DAYS	
ITEM	QUANTITY	DESCRIPTION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1.	1386± L.F.	12" CL. "50 DUCTILE IRON PIPE	22.-	30,492.-	25.-	34,650.-	24.73	34,275.78	17.99	24,656.94	20.-	27,720.-	22.42	31,074.12	17.25	23,908.50
2.	18± L.F.	6"-CL."50 DUCTILE IRON PIPE	17.-	306.-	25.-	450.-	25.-	450.-	33.79	608.22	15.-	270.-	15.65	281.70	11.42	205.56
3.	1 EA.	12" GATE VALVE W/BOX	910.-	910.-	1033.-	1033.-	1300.-	1300.-	791.21	791.21	1000.-	1000.-	892.50	892.50	827.-	827.-
4.	1 EA.	8" GATE VALVE W/BOX	505.-	505.-	623.-	623.-	680.-	680.-	465.49	465.49	600.-	600.-	493.30	493.30	505.-	505.-
5.	3 EA.	6" GATE VALVES W/BOX	400.-	1200.-	431.-	1293.-	480.-	1440.-	368.65	1105.95	400.-	1200.-	370.10	1110.30	396.-	1188.-
6.	1 EA.	12" SOLID SLEEVE	435.-	435.-	433.-	433.-	300.-	300.-	266.29	266.29	300.-	300.-	215.-	215.-	291.-	291.-
7.	1 EA.	12"x8" M.J. TEE	410.-	410.-	450.-	450.-	550.-	550.-	389.21	389.21	300.-	300.-	312.70	312.70	416.-	416.-
8.	3 EA.	12"x6" M.J. TEE	390.-	1170.-	523.-	1587.-	500.-	1500.-	367.16	1101.48	200.-	600.-	294.10	882.30	583.-	1749.-
9.	4 EA.	TYPE III FIRE HYDRANT ASSEMB.	1650.-	6600.-	1330.65	5322.20	1745.-	6980.-	1419.89	5676.36	1000.-	4000.-	1580.-	6320.-	1625.-	6500.-
10.	1386± L.F.	TOP SOIL, SEED & MULCH.	2.-	2772.-	275.-	3811.50	3.-	4158.-	2.28	3160.08	1.00	1386.-	0.84	1164.24	2.10	2910.60
		TOTAL CONST. COST.		$ 44,800.-		$ 49,652.70		$ 51,633.78		$ 38,221.23		$ 37,376.-		$ 42,746.16		$ 38,500.06

63345 DEC. 3, 1980

	Brooks Const.		Butler & Butler		Dehner Inc.		Geiger Inc.		Ground Services		R. Ness Excavating		Northeastern		T & F Construction		T.G. Excavating	
	100%		10%		10%		10%		10%		10%		10%		10%		10%	
	Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
ou	Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu	
ou	Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu		Cert. in Lieu	
s	210 Days		120 Days		63 Days		60 Days		50 Days		180 Days		180 Days		35 Days		90 Days	
NSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION
75.78	17.99	24.656.99	20.-	27.720.-	22.42	31.076.12	17.25	23.908.50	17.58	24.365.88	20.58	28.468.46	14.05	19.473.30	20.75	28.759.50	16.50	22.869.-
50.-	33.79	608.22	15.-	270.-	15.65	281.70	11.42	205.56	12.15	218.70	14.55	261.90	11.-	198.-	14.50	261.-	24.43	439.74
00.-	791.21	791.21	1000.-	1000.-	892.50	892.50	827.-	827.-	820.-	820.-	995.84	995.84	850.-	850.-	794.04	794.04	760.-	760.-
80.-	465.49	465.49	600.-	600.-	493.30	493.30	505.-	505.-	600.-	600.-	654.61	654.61	520.-	520.-	442.83	442.83	390.-	390.-
0.-	368.65	1105.95	400.-	1200.-	370.10	1110.30	396.-	1188.-	400.-	1200.-	553.15	1659.45	415.-	1245.-	315.68	946.74	325.-	975.-
0.-	266.29	266.29	300.-	300.-	215.-	215.-	291.-	291.-	200.-	200.-	1145.93	1145.93	175.-	175.-	157.79	157.79	210.-	210.-
0.-	389.21	389.21	300.-	300.-	312.70	312.70	416.-	416.-	350.-	350.-	574.77	574.77	450.-	450.-	395.75	395.75	285.-	285.-
20.-	367.16	1101.48	200.-	600.-	277.10	887.30	583.-	1749.-	350.-	1050.-	1251.55	3754.95	425.-	1275.-	377.93	1133.79	265.-	795.-
80.-	1419.09	5676.36	1000.-	4000.-	1580.-	6320.-	1625.-	6500.-	1500.-	6000.-	1843.62	7374.48	1625.-	6500.-	1647.87	6591.50	1200.-	5120.-
8.-	2.78	3160.08	1.00	1356.-	0.84	1164.24	2.10	2910.60	0.50	693.-	1.30	1801.80	0.85	1178.10	1.-	1386.-	0.70	970.20
33.78		$ 38,221.73		$ 37,376.-		$ 42,746.16		$ 38,500.04		$ 35,477.58		$ 46,692.17		$ 31,864.40		$ 40,869.-		$ 32,813.94

Admn. Appr. _____

DIGEST SHEET

81-02-50

TITLE OF ORDINANCE WATER IMPROVEMENT CONTRACT 80-XP-1, LEY ROAD, WATER MAIN EXTENSION.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE WATER IMPROVEMENT CONTRACT 80-XP-1 LEY ROAD, WATER MAIN EXTENSION. FOR THE INSTALLATION OF 1386± LF of 12" WATER MAIN ON LEY ROAD BETWEEN MERCHANDISE DRIVE AND INDUSTRIAL ROAD. NORTH EASTERN CONSTRUCTION COMPANY, INC. - CONTRACTOR. PRIOR APPROVAL ACQUIRED FEBRUARY 17, 1981.

EFFECT OF PASSAGE THE CONSTRUCTION OF A 1386 ± LF OF 12" WATER MAIN ON LEY ROAD BETWEEN MERCHANDISE DRIVE AND INDUSTRIAL ROAD WILL BE COMPLETED.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PASSAGE COULD NOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $31,864.40 to be paid for by CITY UTILITIES.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

sa

City Clerk